



Galt Joint Union High School District
INDEPENDENT CONTRACTOR, CONSULTANT AND SERVICE PROVIDER AGREEMENT

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into effective _____ (the "Effective Date"), by and between the Galt Joint Union High School District, ("District") and _____ ("Contractor").

1. Contractor Services: Contractor agrees to provide the following services to District (collectively, the "Services"):
2. Contractor Qualifications: Contractor represents and warrants to District that Contractor and all of Contractor's employees, agents or volunteers (the "Contractor Parties") have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. If any of the Services are performed by any of Contractor's Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor.
3. Term: This Agreement shall begin on _____, and shall terminate upon completion of the Services, but no later than _____ ("Term"), except as otherwise stated in Paragraph 4 below. There shall be no extension of the Term of this Agreement without the express written consent from all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.
4. Termination: Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party; however the parties may agree in writing to a shorter time period for the effectiveness of such termination. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially violates any of the terms of this Agreement, any act or omission by Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District's insurance premiums, Contractor is adjudged as bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of said notice.
5. Payment: District agrees to pay Contractor at the rate of _____. The rate shall not be increased by Contractor over the course of this Agreement. Total payment by District to Contractor shall not exceed not to exceed value of complete contract.
District agrees to pay Contractor within sixty (60) days of receipt



Galt Joint Union High School District
INDEPENDENT CONTRACTOR, CONSULTANT AND SERVICE PROVIDER AGREEMENT

of a detailed invoice from Contractor, including any additional supporting documentation reasonably requested by District. Any work performed by Contractor in excess of said amount shall not be compensated.

6. California Residency/Non Residency: If Contractor and the Contractor Parties are not residents of the State of California, payment made may be subject to nonresident withholding as defined by the Franchise Tax Board Revenue and Taxation Code, Section 18662.
7. Indemnity: Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Education, members of the Board of Education (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.
8. Equipment and Materials: Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor of the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, any Equipment or workmanship that does not conform to the regulations of this Agreement may be rejected by District and in such case must be promptly remedied or replaced by Contractor at no additional cost to District and subject to District's reasonable satisfaction.
9. Insurance: Without in any way limiting Contractor's liability or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the term of this Agreement the following insurance:
 1. comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate;



Galt Joint Union High School District
INDEPENDENT CONTRACTOR, CONSULTANT AND SERVICE PROVIDER AGREEMENT

2. commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, if applicable; and
3. workers' compensation insurance as required by Labor Code section 3200, et seq., if applicable; and
4. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District.

All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If any of the required insurance is not reinstated, District may, at its sole option, terminate this Agreement. All of the policies shall also include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties.

10. Independent Contractor Status: Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that s/he and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

11. PERS and STRS Compliance:

The following must be completed by individual consultants (consultant firms should disregard it).

A. Are you now, or have you ever been, a member of the Public Employees' Retirement System (PERS) or the State Teachers Retirement System (STRS)?

No Yes If yes: PERS or STRS



Galt Joint Union High School District
INDEPENDENT CONTRACTOR, CONSULTANT AND SERVICE PROVIDER AGREEMENT

B. Are you now, or have you ever been, an employee of DISTRICT or any other state or local government agency?

No Yes If yes: Last Date Paid:

I certify that all services shall be rendered at a time other than any regular assigned workday at that agency

12. Taxes: All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from compensation payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this agreement.

13. Fingerprinting/Criminal Background Investigation Certification: Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

- a. ☐ Contractor and the Contractor Parties **shall only have limited or no contact** (as determined by District) with District students at all times during the Term of the Agreement.

In determining whether a contract employee has limited contact with pupils, the school district shall consider the totality of the circumstances, including factors such as the length of time the contractors will be on school grounds, whether pupils will be in proximity with the site where the contractors will be working, and whether the contractors will be working by themselves or with others. If a school district has made this determination, the school district shall take appropriate steps to protect the safety of any pupils that may come in contact with these employees.

- b. ☐ Contractor and the Contractor Parties **have more than limited contact** (as determined by District) with District students during the Term of this Agreement: Please complete FORM B.

- c. (Required only if Box 12.b. is checked.) All of the Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.



Galt Joint Union High School District

INDEPENDENT CONTRACTOR, CONSULTANT AND SERVICE PROVIDER AGREEMENT

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement

Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

14. Tuberculosis Certification: Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to the District the following:

1. ☐ Contractor and Contractor Parties **shall only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.
2. ☐ Contractor and Contractor Parties **shall have more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406.

Contractor shall maintain on file the certificates showing that the Contractor Parties was examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

15. Confidential Information: Contractor shall maintain the confidentiality of and protect from unauthorized disclosure any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

16. Assignment/Successors and Assigns: Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.



Galt Joint Union High School District
INDEPENDENT CONTRACTOR, CONSULTANT AND SERVICE PROVIDER AGREEMENT

17. Severability: If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
18. Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
19. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Contra Costa, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
20. Written Notice: Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.
21. Compliance with Law: Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.
22. Non-Discrimination: There shall be no discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.
23. Attorney Fees: If any legal action is taken to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.
24. Liability of District: Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incident damages, including but not limited to lost profits in connection with this Agreement.
25. Time: Time is of the essence to this Agreement.
26. Waiver: No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.



Galt Joint Union High School District
INDEPENDENT CONTRACTOR, CONSULTANT AND SERVICE PROVIDER AGREEMENT

27. Entire Agreement: This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
28. Ambiguity: The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
29. Execution of Other Documents: The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
30. Execution in Counterparts/Authority: This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
31. Warranty of Authority. The persons indicated below are legally authorized to execute this Agreement on behalf of the respective parties, and to bind the respective parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

District:

Contractor:

Galt Joint Union High School
District Business Services
12945 Marengo Road
Galt, CA 95632

By: _____

By: _____

Corey Reihl

Chief Business Official